

Type: CONSOLIDATED REAL PROPERTY
Recorded: 5/17/2021 12:33:43 PM
Fee Amt: \$746.00 Page 1 of 5
Revenue Tax: \$720.00
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 6066 PG 1172 - 1176

NORTH CAROLINA GENERAL WARRANTY DEED
Ramble Biltmore Forest

Excise Tax \$720.00

Parcel Identifier No. 9645-38-7163-00000

Prepared by: Dan Hitchcock, Esq. of Hilderbran Hitchcock PA

This instrument is prepared by, Dan Hitchcock, a licensed North Carolina attorney. Delinquent taxes, if any, are to be paid by the closing attorney to the County Tax Collector upon disbursement of the closing proceeds. The Preparer is informed that the property conveyed does not include the primary residence of the Grantor.

Return After recording to: Worley & Peltz, PLLC, 42 Orchard St., Asheville, NC 2880

Brief description for the Index: Unit 422, Block F, Ramble Biltmore Forest/210 Fern Grove Ct., Asheville

THIS DEED made this the 14 day of May, 2021, by and between

GRANTOR)	GRANTEE
RAMBLE BILTMORE FOREST, LLC,)	GRANT ROSENBLUM and GEORGIA
a North Carolina limited liability company)	ROSENBLUM, a married couple
)	
Suite 330, One Town Square Boulevard)	97 Emerald Necklace Drive
Asheville, NC 28803)	Asheville, NC 28803
)	

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Limestone Township, Buncombe County, North Carolina and more particularly described as follows:

BEING all of Unit 422 in Ramble Biltmore Forest, Block F, shown as Lot 422 on the plat entitled "Block F, Ramble Biltmore Forest" recorded in Plat Book 191 at Pages 165-166 in the Office of

Submitted electronically by "Worley & Peltz, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Buncombe County Register of Deeds.

the Register of Deeds for Buncombe County, North Carolina, reference to which is hereby made for a more particular description. The Community Charter for Ramble recorded in Book 3836 at Page 533 uses the term "Unit" while the recorded plat shows "Lots." The term "Unit" includes separately identified lots on recorded Ramble Plats.

IT IS THE INTENT OF GRANTEES, for purposes of complying with all applicable provisions of the Buncombe County Zoning and Subdivision Ordinances, that the above-described property be combined with the Grantees' existing property as such is described in that deed recorded in Deed Book 6038, at Page 567, and as both lots are shown on that survey entitled, "Recombination Survey for Grant & Georgia Rosenblum," such survey being recorded in Plat Book **217**, at Page **166**, of Register of Deeds for Buncombe County. The aforesaid recombination has been approved by the Ramble Community Association, Inc. as evidenced by the executed Association's Consent to Recombination attached to this deed.

SUBJECT TO the following rights retained by the Grantor, which shall be binding on the Grantee and all subsequent owners of the Unit (hereinafter referred to as "Owner"):

Right of First Refusal. Before any unimproved Unit (or any ownership interest therein) may be sold to any person or entity other than Grantor or its successors, the Owner of such Unit shall first offer in writing to sell the Unit to the Grantor or its successors at a price equal to: (1) the contract purchase price paid by such Owner for such Unit (excluding all finance charges related to the purchase) increased by the percentage increase, from the closing date of such Owner's purchase of such Unit to the date of such written offer to sell the Unit to the Grantor or its successors, in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84=100) issued by the U.S. Bureau of Labor Statistics (hereinafter the "CPI"), less (2) the costs of removing all liens and encumbrances on the Unit and customary seller's closing costs. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living. By acceptance of a deed for this Unit, the Grantee and all subsequent Owners agree that the determination of the purchase price pursuant to (1) and (2) above is reasonable and they acknowledge that all property owners in Ramble benefit from not having undeveloped Units in Ramble.

For the purposes of this Right of First Refusal, a Unit shall be considered as unimproved unless and until any proposed Improvements to such Unit have been approved in accordance with the requirements set out in the Community Charter for Ramble and the good faith commencement of the construction of such Improvements (i.e. at a minimum, completion of footings and foundation of the approved residence and bona fide evidence of total expenditures for Improvements to the Unit of at least \$50,000.00) shall have occurred.

Upon receipt by an Owner of a bona fide offer to purchase an unimproved Unit, such Owner shall send to Grantor or its successor a copy of such bona fide offer along with written notification that such Owner is offering the Unit for sale to Grantor or its successor pursuant to this Right of First Refusal at the price computed pursuant to (1) and (2) above. The written notice from the Owner shall include the Owner's then current address. If the Grantor or its successor does not accept or reject in writing said offer of sale within ten (10) days from the date of receipt of the same, then the Owner of such Unit shall have the right to sell the Unit to the third party making such bona fide offer pursuant to such bona fide offer, without any further additional obligation to offer the Unit to Grantor.

Grantor shall have this Right of First Refusal with regard to each bona fide offer which an Owner receives for the purchase of an unimproved Unit. Any Owner who buys an unimproved Unit from another Owner shall be governed by the provisions of this Right of First Refusal and the waiver of the Right of First Refusal with respect to any sale shall not limit Grantor's rights of first refusal with respect to any subsequent sale of any unimproved Unit. Provided, however, that the Right of First Refusal reserved by Grantor herein shall be valid and enforceable with respect to any unimproved Unit only for a period of fifteen (15) years from the date of the first conveyance of such Unit from Grantor to an Owner other than the Grantor, and upon the expiration of said fifteen (15) year period, the Owner or Owners of such Unit shall have the right to sell the unimproved Unit to any third party without the obligation to offer the Unit to Grantor. Further provided that this Right of First Refusal shall not be applicable with respect to any foreclosure sale of a first lien deed of trust or first lien mortgage on an unimproved

Unit or deed in lieu thereof which is made and delivered in good faith.

In each instance where an offer to purchase an unimproved Unit is presented to Grantor by an Owner pursuant to the Right of First Refusal granted herein, Grantor shall determine in its sole discretion and on a case-by-case basis whether to exercise its Right of First Refusal, and such determination may be made on such basis and for such reason as Grantor in its sole discretion shall choose. Should an Owner fail to comply with the provisions of Right of First Refusal and sell an unimproved Unit without first offering said Unit to Grantor in accordance with the terms hereof, then the purchaser of such unimproved Unit shall purchase such Unit subject to the Right of First Refusal herein granted, and Grantor shall thereafter at any time have the right to purchase such Unit, whether or not it is subsequently improved, from the purchaser thereof at the price as set forth in this Right of First Refusal and shall also be entitled to any other rights and remedies available at law or in equity for the violation of this Right of First Refusal.

Transfer by Gift or Death of an Owner. The personal representative, heirs, successors and assigns of any Owner who dies while owning any unimproved Unit, or the donee of a gift of a Unit from an Owner, shall become an Owner subject to the terms and conditions of the Community Charter for Ramble and any subsequent sale, transfer and conveyance of such Unit shall be governed by the provisions of this Right of First Refusal.

Transfers to Grantor. In the event that Grantor exercises its Right of First Refusal, the closing of the conveyance of such Unit shall occur within thirty (30) days after receipt by the Owner of written notice from Grantor or its successor that it elects to exercise its Right of First Refusal with respect to such Unit. At the closing, Grantor shall make payment to such Owner of the purchase price as described above, in cash or cash equivalent. The Owner shall deliver to Grantor a North Carolina general warranty deed conveying fee simple marketable title to the Unit free and clear of all exceptions except those that existed at the time of the acquisition of the Unit by such Owner, the lien of ad valorem taxes for the current year and any other exceptions which may be approved by Grantor. In the event the closing occurs after the death of an Owner, Grantor may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as the Grantor may deem reasonable in order to protect Grantor from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Unit superior to Grantor's rights as a purchaser of said Unit.

No Further Documentation Required. The Right of First Refusal reserved by the Grantor shall run with the title to the above described Unit and be binding upon each purchaser of a Unit from Grantor and upon any subsequent Owner of a Unit, whether such Owner purchased such Unit from Grantor or from a third party. The provisions of this Right of First Refusal shall constitute record notice to all purchasers of this Unit of the Right of First Refusal herein reserved, and no additional language in any deed of conveyance of a Unit and no recording of any additional instrument shall be required to make all Owners of this Unit subject to the provisions of this Right of First Refusal.

By acceptance of a deed for this Unit, the Grantee and all subsequent owners agree to pay the Community Enhancement Contribution upon sale of the Unit as set forth in Chapter 12 of the Community Charter.

Capitalized terms used in this deed (unless defined in this deed or otherwise required by the context) shall have the meanings set forth in the Community Charter for Ramble recorded November 12, 2004, in Book 3836, Page 533 in the Office of the Register of Deeds for Buncombe County, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3830 at Page 619 and re-recorded in Book 3836 at Page 521 in the Office of the Register of Deeds for Buncombe County, North Carolina.

A plat showing the above described property is recorded in Plat Book 191 at Pages 165-166.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to

convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:


Subject to easements, restrictions and rights-of-way of record, including but not limited to the Community Charter for Ramble recorded in Book 3836 at Page 533, and the amendments to the Community Charter recorded in Book 4252 at Page 371 and 4765 at Page 1961, all in the Office of the Register of Deeds for Buncombe County, North Carolina, applicable zoning ordinances and to 2019 ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized manager, the day and year first above written.

RAMBLE BILTMORE FOREST, LLC,

a North Carolina limited liability company

By: Biltmore Farms, LLC, a North Carolina limited liability company, Manager

By: 

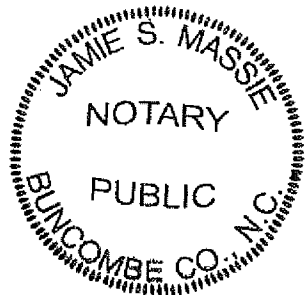
Bradley G. Galbraith, Vice President

NORTH CAROLINA, Buncombe COUNTY

I, a Notary Public for Buncombe County and State of North Carolina, certify that the following person(s) personally appeared before me this day and acknowledged to me the due and voluntary execution of the foregoing instrument for the purpose stated therein and in the capacity indicated: Bradley G. Galbraith, Vice President of Biltmore Farms, LLC, Manager of Ramble Biltmore Forest, LLC, a North Carolina limited liability company.

(notarial seal)

WITNESS my hand and notarial seal, this 14th day of May, 2021.



Notary Public: Jamie S. Massie
Printed or typed name of notary: Jamie S. Massie

My Commission Expires: 2/1/26

ASSOCIATION'S CONSENT TO RECOMBINATION

IN WITNESS WHEREOF, RAMBLE COMMUNITY ASSOCIATION, INC., a North Carolina nonprofit corporation, hereby consents to the recombination of Unit 422 and Unit 423 of Block F of Ramble Biltmore Forest into one (1) Unit as required under Paragraph 7.1(e) of Chapter 7 of the Community Charter for Ramble (the "Community Charter") recorded November 12, 2004, in Book 3836, Page 533 in the Office of the Register of Deeds for Buncombe County, North Carolina.

Upon the recording of the deed to which this Consent is attached, Unit 422 (described in the foregoing deed) and Unit 423 shall be combined as the new Unit 423 as shown on the plat entitled "Recombination Survey for Grant & Georgia Rosenblum" recorded in Plat Book 217 at Page 166 in the Office of the Register of Deeds for Buncombe County, North Carolina (the "Recombination Plat"). Pursuant to Section 7.1(e) Subdivision and Combination of Units of the Community Charter, the new Unit 423 shall be one (1) Unit for all purposes and the building setback lines shall be as shown on the Recombination Plat. Grantees and their successors in title shall have no right to convey Unit 423 as depicted on the Recombination Plat or any portion thereof separately or to subdivide Unit 423 in any way, except in compliance with the aforementioned Section 7.1(e) of the Community Charter.

Signed this the 14th day of May, 2021.

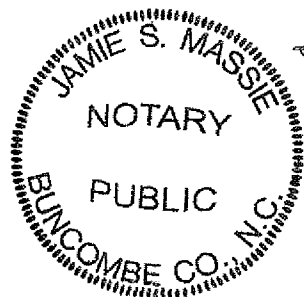
ASSOCIATION: RAMBLE COMMUNITY ASSOCIATION, INC., a North Carolina nonprofit corporation

By: [Signature] (seal)
Bradley G. Galbraith, President

STATE OF NORTH CAROLINA COUNTY OF Buncombe

I, a Notary Public of Buncombe County and State of North Carolina, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bradley G. Galbraith, in his capacity as President of Ramble Community Association, Inc., a North Carolina non-profit corporation. Witness my hand and official seal, this the 14th day of May, 2021.

[Signature]
Notary Public
Print Name: Jamie S. Massie
[Note: Notary Public must sign exactly as on notary seal]
My Commission Expires: 2/1/26



[NOTARY SEAL] (MUST BE FULLY LEGIBLE)